

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

TCS—TEXAS, L.P., a Utah limited partnership	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No. 2:18-cv-00396-JNP
	§	
GRAMERCY EMERGENCY MANAGEMENT PLLC, a Texas professional Limited liability company, <i>et al.</i>	§	
	§	
Defendants.	§	

STIPULATED JUDGMENT

Plaintiff TCS-TEXAS, LP (“TCS”) and Defendants VICTOR HO (“Ho”) AND ARIELLE LAWSON (“Lawson”) (collectively the “Parties”), by their undersigned counsel, hereby stipulate and agree, and the Court, finding good cause to exist, hereby ORDERS, ADJUDGES AND DECREES, as follows:

1. This is a breach of a lease and guaranty action brought by TCS against Defendants Gramercy Emergency Management, PLLC, Mercer Emergency Center – Victoria, LLC, Gramercy Emergency Center – Victoria, LLC, Uchenna K. Ojiaku, Emmanuella Akuazoku, Victor Ho, Arielle T. Lawson, James E. Grossman, and Kathleen M. Grossman (collectively the “Defendants”).

2. This Court has jurisdiction over the subject matter of this case and the Parties to this action pursuant to 28 U.S.C. § 1332. Venue in this matter is proper in the District of Utah pursuant to 28 U.S.C. § 1391(a) and (b), as a substantial part of the events giving rise to the claims occurred in this district.

3. The Parties have entered into this Stipulated Judgment as follows:

a) TCS shall have and recover from Ho and Lawson, jointly and severally, \$389,399.32 as the principal amount due under this judgment.

b) In any proceeding or other action to enforce, collect upon, or execute upon this Stipulated Final Judgment, Ho and Lawson shall have a dollar-for-dollar credit against the amount of this judgment for all amounts paid to TCS following entry of this Stipulated Judgment.

c) On all amounts awarded to TCS above, TCS shall have and recover from Ho and Lawson interest at the annual rate of 0.39 percent from the date of this Stipulated Judgment until paid in full.

d) Execution shall issue for this Stipulated Judgment, and that TCS shall be allowed all writs and processes as may be necessary in the enforcement and collection of same.

4. This Court shall retain jurisdiction over the Parties to this Stipulated Judgment for the purpose of construction, modification, and enforcement of the terms of this Stipulated Judgment.

5. Nothing in this Judgment shall impact TCS' rights to pursue any relief, claims, remedies, or other actions in the instant lawsuit or otherwise against Gramercy Emergency Management, PLLC, Mercer Emergency Center – Victoria, LLC, Gramercy Emergency Center – Victoria, LLC, Uchenna K. Ojiaku, Emmanuella Akuazoku, James E. Grossman, or Kathleen M. Grossman.

All relief not granted herein is DENIED.

Signed April 14, 2020.

A handwritten signature in purple ink, reading "Jill N. Parrish", is written over a horizontal line.

Jill N. Parrish
UNITED STATES DISTRICT JUDGE